

Terms of Use - Legal Information

1. Acceptance of the Terms of Use

This agreement (hereinafter, "**Terms of Use**") is entered into by and between You and Hurtigruten AS ("**Company**," "**we**," or "**us**"). The Terms of Use governs your access to and use of the Hurtigruten Expeditions account (the "**Website**"), including any content, functionality, and services offered on or through the Website. These Terms of Use do not replace or supersede any other agreement between You and the Company, its affiliates, subsidiaries and joint ventures (together the "**Affiliated Entities**").

Please read the Terms of Use carefully before you start to use the Website.

BY USING THE WEBSITE OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.

If you do not agree to these Terms of Use, you must not access or use the Website.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access this Website so you are aware of any changes, as they are binding on you.

When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Website or publish the changes on the Website. In some cases, we will notify you in advance, and your continued use of the Website after the changes have been made will constitute your acceptance of the changes. Please make sure you read any such notice carefully. If you do not wish to continue using the Website under the new version of the Agreements, you may terminate your account or not use the Website.

3. Accessing the Website and Account Security

While we will use our best efforts to provide you notice, sometimes this is not possible and we reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

If you choose, or are provided with, a user name, password, or any other piece of identifying information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You understand that you are responsible for all use (including any unauthorized use) of your username and password on the Website. You also agree not to provide any other person with access to this Website or portions

of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you log out or exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) and any and all intellectual property rights in the Website are owned by the Company and its Affiliated Entities, their licensors, or other providers of such material. You have no intellectual property rights in or to the Website other than the right to use it as expressly granted in these Terms of Use, and all rights not expressly granted are reserved by the Company and the Affiliated Entities.

You must not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- We grant you permission to print individual pages from the Website in order to evaluate or purchase the Company's or its Affiliated Entities' services or products. No other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sale, transmit, upload, download, store, display in public, alter or modify Website materials. This grant of permission is not a transfer of title.
- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics found on the site without the express written permission of the Company, or the Affiliated Entities, as may be applicable.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, promptly return or destroy any copies of the materials you have made.

5. Trademarks

The Company name, the Company trademarks (whether marked or unmarked), the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its licensors.

Similarly, the Affiliated Entities' respective names, the Affiliated Entities' trademarks (whether marked or unmarked), the Affiliated Entities' respective logos, and all related Affiliated Entities names, logos product and service names, designs and slogans are trademarks of the Affiliated Entities, or their respective licensors.

You must not use such marks without the prior written permission of the Company or the applicable Affiliated Entity. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6. Prohibited Uses and Rules of Conduct

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- in any way that violates any agreement or obligation between You and the Company or its Affiliated Entities;
- in any way that violates any applicable law or regulation;
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- post, transmit or otherwise make available through or in connection with the Website any materials that are or may be threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others or pornographic;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam" or any other similar solicitation;
- to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); and
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;

- use any device, software, or routine that interferes with the proper working of the Website;
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and/or
- otherwise attempt to interfere with the proper working of the Website.

7. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. While we endeavor to provide accurate information, we do not warrant or undertake any of the content of this Website, including the accuracy, completeness, or usefulness of the information presented on or through the Website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

8. Products and Services

The Website may make available products, expeditions cruises, excursions, activities and other travel services (“Services”). The information about Services and the availability are subject to change at any time without notice. The Company makes reasonable efforts to describe the services. One of the characteristics about the expedition cruises is that they are subject to change.

9. Online Purchases and Other Terms and Conditions

All purchases or transactions through the Website are governed by the specific terms applicable to each product or service, which are hereby incorporated into these Terms of Use. The specific terms are available on the Company’s webpage.

10. Use of Forums and Social Media

Users may use forums, chats and other interactive services on the Website. The Company has no control over and is not responsible for any use or misuse (including any distribution) by any third party of when using such services.

11. Linking to the Website

Unless the Company or its Affiliated Entities provide You with express written consent, You must not cause the Website or portions thereof to be displayed by, for example, framing, deep linking or in-line linking, on any other site. You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease.

12. Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that Website content, files or functionality will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY, THE AFFILIATED ENTITIES, NOR ANY PERSON ASSOCIATED WITH THE COMPANY OR THE AFFILIATED ENTITIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR THE AFFILIATED ENTITIES NOR ANYONE ASSOCIATED WITH THE COMPANY OR THE AFFILIATED ENTITIES REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND THE AFFILIATED ENTITIES EXCLUDE AND DISCLAIM ALL GUARANTEES, CONDITIONS, TERMS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY GUARANTEES, CONDITIONS, TERMS OR WARRANTIES IMPLIED OR IMPOSED BY ANY APPLICABLE LAW THAT CANNOT BE EXCLUDED, MODIFIED OR LIMITED.

IF ANY GUARANTEE, CONDITION, TERM OR WARRANTY IS IMPLIED OR IMPOSED BY ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A NON-EXCLUDABLE PROVISION), AND WE ARE ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN OUR LIABILITY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED EXCLUSIVELY (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) AT OUR OPTION TO THE SUPPLY OF THE WEBSITE AGAIN OR THE PAYMENT OF THE COST OF HAVING THE WEBSITE SUPPLIED AGAIN.

14. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, THE AFFILIATED ENTITIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Indemnification

You agree to defend, indemnify, and hold harmless the Company, the Affiliated Entities, their respective licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, particularly related to breach of the Company's Intellectual Property Rights or unacceptable use of the Website.

16. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall

be governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

17. Waiver and Severability

No waiver by the Company or its Affiliated Entities of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company or the Affiliated Entities to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.